

REMARKS

The present application has been reviewed in light of the Office Action dated October 5, 2006. Claims 1-11 are presented for examination, of which Claims 1, 10, and 11 are in independent form. Claims 1-8 have been amended purely as to matters of form and not to overcome any of the claim rejections discussed below. New Claims 9-11 have been added to provide Applicants with a more complete scope of protection. Favorable reconsideration is respectfully requested.

As an initial matter, the specification has been amended to correct a clerical error in paragraph [0005]. Specifically, the word “able” in the first line of the paragraph has been replaced with the word --refundable--. Applicants respectfully submit that the changes to the specification add no new matter to the original disclosure.

The Office Action states that Claim 1 has been rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 7,059,986 (Vance et al.) in view of U.S. Patent Application Publication No. 2003/0126033 (Evans et al.); that Claims 2-5 and 7 are rejected under § 103(a) as being unpatentable over Vance et al. in view of Evans et al., and further in view of a Business Wire article entitled “American Express Expands Round Trip Services With Array of New Products and Services” (Business Wire); and that Claims 6 and 8 are rejected under § 103(a) as being unpatentable over Vance et al. in view of Evans et al., and further in view of an M2 Presswire article entitled “American Express Ticket TRAX service launches for American Express business travel clients” (M2 Presswire). Applicants respectfully traverse the rejections and submit that independent Claim 1, together with the claims dependent therefrom, are patentably distinct from the cited references for at least the following reasons.

An aspect of the present invention, set forth in Claim 1, is directed to a computer-implemented method for facilitating an automated redemption of an unused ticket. According to the method, an aging period is set and a scheduled date of an issued ticket is identified. The aging period is added to the scheduled date and, if the scheduled date plus the aging period is earlier than a current date, a determination is made as to whether the ticket has been used. If the ticket has not been used, the ticket is identified as an unused ticket. A redemption value of the unused ticket is calculated, and at least one of a client travel agency and a client is notified of the unused ticket.

One of the notable features of Claim 1 is that a determination is made as to whether the ticket is an unused ticket, if the sum of the aging period and the scheduled date is earlier than a current date. If the ticket is unused, then a redemption value is calculated.

As discussed in paragraph [0005] of the specification, the ability to track unused tickets enables the recovery of funds corresponding to those unused tickets. The Office Action, in section 4, concedes that Vance et al. does not disclose such a feature, but alleges that the feature is taught in Evans et al.

Vance et al. is directed to a travel management system to be used for corporate travel planning and expense reporting. As discussed above, Vance et al. fails to disclose or suggest the above-described unused-ticket feature of Claim 1.

Evans et al. is directed to a system for authenticating electronically distributed software that is returned by a customer after distribution. As understood by Applicants, Evans et al. teaches that, after the software is electronically transferred to the customer over a network, a “proof-of-purchase” is downloaded by the customer over the

network. The proof-of-purchase is used to authenticate the software for a refund, if the software is returned. More specifically, Evans et al. recites:

Once the software has been returned, a value is placed on the return. For example, if the software is returned before a decryption key is sent to the customer, a full refund may be given. If the customer has used the software for more than a predetermined period, only a partial refund may be given or no refund at all.

(Evans et al., paragraph [0282].) This paragraph is understood to describe an example of how a refund value may depend on whether the customer has used the software for more than a predetermined period. This example, however, is inapposite to the method of Claim 1.

Claim 1 is to a method for facilitating the automated redemption of an *unused* ticket. In the Evans et al. system, it is permissible for software to be *used* for some finite period and still qualify for a refund. However, in Claim 1, a redemption value is calculated for an *unused ticket*; unlike the Evans et al. system, if the ticket has been used, a refund is not possible.

Evans et al. further recites:

The value of the refund may be based on whether the user has used the software and how long the user has had the software, among other things.

(Evans, paragraph [0019].) As understood by Applicants, in the Evans et al. system the value of the refund for returned software may be based on the total length of time the customer has had the software. Applicants note that during the time the customer has possession of the software, the customer is able to *use* to software. In the method of Claim 1, if the ticket is determined to be an unused ticket and the scheduled date plus the aging period is earlier than the current date, a redemption value is calculated. Thus, the

redemption value does not depend on the total length of time a user has held the ticket, but on the length of time a user holds the *unused ticket* after the “the scheduled date of an issued ticket.” Thus, in the method of Claim 1 the possibility of redeeming a ticket depends upon adding “the aging period to the scheduled date” and not on the length of time a ticket holder has had the ticket.¹

It is argued, in the Office Action, that a software license is analogous to an electronic ticket, because “both are licenses.” Applicants respectfully submit that “licenses” do not all have the same properties. In the case of a software license (according to Evans et al.), use of the software does not prevent the software from being returned for a refund. In the case of an electronic ticket, on the other hand, once the ticket is used no refund is permitted.

Nothing has been found in Vance et al. or Evans et al. that is believed to teach or suggest the above-discussed feature of Claim 1. As such, Applicants submit that Claim 1 is patentable over the cited references and respectfully request withdrawal of the rejection under 35 U.S.C. §103(a).

New independent Claims 10 and 11 include features similar to those of Claim 1 and therefore are believed to be patentable for at least the reasons discussed above. The other claims in the present application are each dependent from Claim 1 and therefore are believed patentable for the same reasons. Because each dependent claim also is deemed to define an additional aspect of the invention, however, individual

¹ A simple example will illustrate the difference between Evans et al. and Claim 1. If ticket holder A was issued a ticket 60 days prior to a scheduled date and ticket holder B was issued a ticket (of the identical type as A) 30 days prior to departure, *the amount of refund would be the same* if they both sought refunds or redemption at the same time after the scheduled date. Evans however suggests that the length of time the user has had software will be a factor in the value of a refund for the software (Evans et al., paragraph [0019]).

consideration or reconsideration, as the case may be, of the patentability of each claim on its own merits is respectfully requested.

In view of the foregoing amendments and remarks, Applicants respectfully request favorable reconsideration and an early allowance of the present application.

CONCLUSION

Applicants' undersigned attorney may be reached in our New York Office by telephone at (212) 218-2100. All correspondence should continue to be directed to our address listed below.

Respectfully submitted,

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